

1 MICHAEL J. AGUIRRE, City Attorney
2 DONALD McGRATH, (SBN 44139)
3 Executive Assistant City Attorney
4 CARMEN A. BROCK, (SNB 162592)
5 Deputy City Attorney
6 GEORGE F. SCHAEFER, (SBN 139399)
7 Deputy City Attorney
8 ROBERT J. WALTERS, (SBN 140741)
9 Deputy City Attorney

EXEMPT FROM FILING FEES
PURSUANT TO CA GOV'T CODE § 6103

Office of the City Attorney
1200 Third Avenue, Suite 1100
San Diego, California 92101-4100
Telephone: (619) 236-6220
Facsimile: (619) 236-6018

10 Attorneys for Defendants Kelly Broughton, Development Services Department
11 of the City of San Diego, Afsaneh Ahmadi and The City of San Diego

12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF CALIFORNIA

14 BLACKWATER LODGE AND
15 TRAINING CENTER, INC., a Delaware
16 Corporation dba BLACKWATER
WORLDWIDE,

17 Plaintiff,

18 v.

19 KELLY BROUGHTON, in his capacity as
20 Director the Development Services Department
of the City of San Diego; THE
21 DEVELOPMENT SERVICES DEPARTMENT
OF THE CITY OF SAN DIEGO, an agency of
22 the City of San Diego; AFSANEH AHMADI, in
her capacity as the Chief Building Official for
23 the City of San Diego; THE CITY OF SAN
DIEGO, a municipal entity; and DOES 1-20,
inclusive,

24 Defendants.
25

) Case No. 08 CV 0926 H (WMC)

) **DECLARATION OF CARMEN A.
BROCK IN SUPPORT OF
CITY DEFENDANTS' RESPONSE TO
OSC FOR PRELIMINARY
INJUNCTION**

) Date: June 17, 2008
) Time: 10:30 a.m.
) Courtroom: 13
) Judge: Hon. Marilyn L. Huff

26 /////

27 /////

28 /////

1 I, Carmen A. Brock, declare as follows:

2 1. I am an attorney licensed to practice before all the Court in the State of California.
3 I serve as a Deputy City Attorney for the City of San Diego ("City"), defendant in this matter. I
4 am the City Attorney assigned to represent the City, its Development Services Department, Kelly
5 Broughton in his capacity as Development Services Director for the City, and Afsaneh Ahmadi in
6 her capacity as Chief Building Official for the City (collectively "City Defendants") in the above
7 captioned matter. Except where stated on information and belief, I have personal knowledge of
8 the facts set forth in this declaration and could and would testify competently to those facts if
9 called as a witness to do so.

10 2. I have personally examined the City's records and files related to this matter entitled
11 *Blackwater Lodge and Training Center v. Kelly Broughton et al.*, Case No. 08cv0926 H (WMC).

12 3. Attached hereto as Exhibit "A" is a true and correct copy of the City's May 19, 2008
13 letter from Kelly Broughton, the City's Director of Development Services, to Brian Bonfiglio,
14 Vice President of Blackwater Worldwide.

15 4. Attached hereto as Exhibit "B" is a true and correct copy of the June 3, 2008, Chicago
16 Title Preliminary Title Report prepared for the City regarding the property at issue in this matter
17 (located at 7685 Siempre Viva Road, San Diego, California) prepared by Ranny W. Harper, with
18 her authenticating declaration.

19 5. Attached hereto as Exhibit "C" is a copy of what I am informed and believe is an
20 accurate copy of a portion of the Navy contract with Blackwater Lodge and Training Center Inc.,
21 dated May 27, 2008, for various military training operations to be conducted by Blackwater
22 across the U.S.A. during the Navy fiscal year 2007, including the Security Reaction Forces Basic
23 training to be conducted in San Diego.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed this 9th day of June 2008.

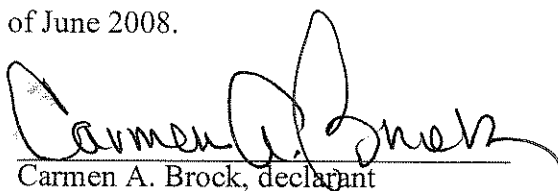
26 
27 Carmen A. Brock, declarant
28

EXHIBIT "A"



Attachment X

THE CITY OF SAN DIEGO

May 19, 2008

Mr. Brian Bonfiglio
Vice President
Blackwater Worldwide
PO Box 710897
San Diego, CA 92171-0897

Subject: 7685 Siempre Viva Road, Raven Development Group

Dear Mr. Bonfiglio,

The City will not issue a certificate of occupancy for the above referenced project pursuant to Section 129.0114 of the San Diego Municipal Code (SDMC). The portions of the building identified for use as a shooting range and vocational/trade school shall not be occupied until a certificate of occupancy has been issued for this change of use or occupancy pursuant to SDMC Section 129.0113.

As outlined in the attached opinion from the City Attorney's office, no certificate of occupancy will be issued until the appropriate discretionary processes associated with the use of firearms in city limits and determination of use for the vocational/trade school by the Planning Commission has been completed. Since Planning Commission and City's Council's actions will be considered discretionary, these actions are subject to review under the California Environmental Quality Act (CEQA).

As the majority of the structure is still identified for warehouse uses, no other uses are permitted until a submission for a request of change in occupancy has been made and approved by the Development Services Department.

Sincerely,

Kelly Broughton, Director
Development Services Department

Cc: Jay Goldstone, Chief Operating Officer
Michael J. Aguirre, City Attorney
William Anderson, Executive Director of City Planning and Development
Afsaneh Ahmadi, Chief Building Official



Development Services

1222 First Avenue, MS 501 • San Diego, CA 92101-4155
Tel (619) 446-5460

EXHIBIT "B"

1 MICHAEL J. AGUIRRE, City Attorney
2 DONALD McGRATH, (SBN 44139)
3 Executive Assistant City Attorney
4 CARMEN A. BROCK, (SNB 162592)
5 Deputy City Attorney
6 GEORGE F. SCHAEFER, (SBN 139399)
7 Deputy City Attorney
8 ROBERT J. WALTERS, (SBN 140741)
9 Deputy City Attorney

EXEMPT FROM FILING FEES
PURSUANT TO CA GOV'T CODE § 6103

Office of the City Attorney
1200 Third Avenue, Suite 1100
San Diego, California 92101-4100
Telephone: (619) 236-6220
Facsimile: (619) 236-6018

Attorneys for Defendants Kelly Broughton, Development Services Department
of the City of San Diego, Afsaneh Ahmadi and The City of San Diego

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BLACKWATER LODGE AND
TRAINING CENTER, INC., a Delaware
Corporation dba BLACKWATER
WORLDWIDE,

Case No. 08 CV 0926 H (WMC)

Plaintiff,

**DECLARATION OF
RANNY W. HARPER**

v.

KELLY BROUGHTON, in his capacity as
Director the Development Services Department
of the City of San Diego; THE
DEVELOPMENT SERVICES DEPARTMENT
OF THE CITY OF SAN DIEGO, an agency of
the City of San Diego; AFSANEH AHMADI, in
her capacity as the Chief Building Official for
the City of San Diego; THE CITY OF SAN
DIEGO, a municipal entity; and DOES 1-20,
inclusive,

Defendants.

I Ranny W. Harper declare as follows:

1. I am the Vice President and Senior Title Officer for Chicago Title Company,

a

1 Builders Service Division located at 2365 Northside Drive, San Diego, California 92108
2 ("Chicago Title"). The matters stated herein are from my own personal knowledge and if called
3 to testify thereto, I would competently do so.

4 2. On or about June 3, 2008, Chicago Title conducted a preliminary ~~title~~ report for
5 property located at 7685 Siempre Viva Road, San Diego, California ("Title Report"), a true and
6 correct copy of which is attached hereto as Exhibit "1."

7 I swear under penalty of perjury under the laws of the State of California that the above is
8 true and correct. Executed this 5th day of June, 2008.

9
10 
11 Ranny W. Harper, declarant



Chicago Title Company

Builders Services Division
2365 Northside Drive, Suite 500, San Diego, CA 92108 (619) 521-3400

Title Department:

Chicago Title Company
Attn: Tom Votel/Ranny Harper
Email: votelt@ctt.com &
ranny.harper@ctt.com
Phone: (619) 521-3673
Fax: (619) 521-3608
Order No.: 830014810-U50

Customer:

San Diego City Attorney's Office
Attn: Shawn Brown
1200 Third Avenue, #1100
San Diego, CA 92101

PRELIMINARY REPORT

Property Address: **7685 Siempre Viva Road, San Diego, CA**

Dated as of: May 28, 2008 at 7:30 am

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said Policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Order No.: 830014810-U50

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

2. Title to said estate or interest at the date hereof is vested in:

Safchild Investments, LLC, a California limited liability company

3. The land referred to in this report is situated in the State of California, County of San Diego and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

Order No.: 830014810-U50

LEGAL DESCRIPTION

Parcel 6 of Parcel Map No. 19008, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of said County, June 28, 2002.

Excepting therefrom all right, title, and interest in and to all water rights, coal, oil, gas, and other hydrocarbons, geothermal resources, and precious metals ores, base metals ores, industrial grade silicates and carbonates, fissionable minerals of every kind and character, metallic or otherwise, whether or not presently known to science or industry, now known to exist or hereafter discovered upon, within, or underlying the surface of said land regardless of the depth below the surface at which any such substance may be found; however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface or the first 500 feet of the subsurface of the land herein, as reserved by Britannia Corporate Center, LLC, a Delaware limited liability company in deed recorded April 18, 2003 as Document No. 2003-0451313.

END OF LEGAL DESCRIPTION

Order No.: 830014810-U50

SCHEDULE B

At the date hereof, items to be considered and exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Property taxes, including any assessments collected with taxes, for the fiscal year 2008 - 2009 that are a lien not yet due.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California
3. Water rights, claims or title to water, whether or not shown by the public records.
4. An easement for the purpose shown below and rights incidental thereto as shown or as offered for dedication on the recorded Map shown below.

Map No.: 11612
 Easement
 Purpose: Drainage
 Affects: As shown thereon

5. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by the Map of said Tract 11612

Affects: Siempre Viva Road

6. A document entitled "**Easement Agreement**", dated, March 14, 1988, executed by Koll-WMC # 1, a California limited partnership and Hall Properties, Inc., an Arizona corporation, subject to all the terms, provisions and conditions therein contained, recorded March 23, 1988 as Document No. 88-131179.
7. A document entitled "**Encroachment Maintenance and Removal Agreement**", executed by Britannia Corporate Center, LLC, subject to all the terms, provisions and conditions therein contained, recorded July 30, 2001 as Document No. 2001-0530626.
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To: San Diego Gas and Electric Company
 Purpose: Public utilities, ingress and egress
 Recorded: December 14, 2001 as Document No. 2001-0921697
 Affects: The exact location and extent of said easement is not disclosed of record

9. A document entitled "**Encroachment Maintenance and Removal Agreement**", executed by Britannia Corporate Center, LLC, subject to all the terms, provisions and conditions therein contained, recorded June 11, 2002 as Document No. 2002-0495538.

Order No.: 830014810-U50

SCHEDULE B
(continued)

10. An easement for the purpose shown below and rights incidental thereto as shown or as offered for dedication on the recorded Map shown below.

Map No.: Parcel Map 19008
Easement
Purpose: Access
Affects: As shown thereon

11. Provisions, herein recited, of the dedication statement on the

Map of: Parcel Map 19008
Provisions: "We hereby state that access easements for the benefit of the owners will be provided by separate document and recorded prior to the sale of the first parcel within this parcel map".

12. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions (but omitting any covenant or restrictions, if any, based upon on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law).

Recorded: July 1, 2002 as Document No. 2002-0555794

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or Deed of Trust made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which are stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recorded: August 29, 2002 as Document No. 2002-0737414 and March 17, 2003 as Document No. 2003-0292191

13. A Deed of Trust to secure an indebtedness in the original amount shown below.

Amount: \$4,500,000.00
Dated: September 16, 2005
Trustor: Safchild Investments, LLC
Trustee: Equity Title Company, a California corporation
Beneficiary: Hometex, Inc.
Recorded: September 21, 2005 as Document No. 2005-0817008

Order No.: 830014810-U50

SCHEDULE B
(continued)

14. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss or damage by reason of a lack of a right of access to and from the land.

END OF SCHEDULE B

Order No.: 830014810-U50

INFORMATIONAL NOTES

Note No. 1: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 2: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Note No. 3: If a limited liability company is in title, or will be acquiring title through this transaction, this company, prior to issuing its policy of title insurance, will require for review the following documents:

- A. A copy of its Operating Agreement and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager.
- B. Confirmation that its Articles of Organization (LLC-1), and Certificate of Amendment (LLC-2), any restated Articles of Organization (LLC-10) and/or any Certificate of Correction (LLC-11) have been filed with the Secretary of State.
- C. If the Limited Liability Company is member-managed a full and complete list of members certified by the appropriate manager.
- D. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- E. If the Limited Liability Company was formed in a foreign jurisdiction, evidence satisfactory to the Company, that it has complied with California "doing business" laws, if applicable.

Note No. 4: Property taxes, for the fiscal year 2007 - 2008 are paid. For information purposes the amounts are:

1 st Installment:	\$23,522.99 Paid
2 nd Installment:	\$23,522.99 Paid
Code Area:	08215

Assessors Parcel Number: 667-060-35

Order No.: 830014810-U50

INFORMATIONAL NOTES

(continued)

ATTACHMENT ONE

PRIVACY STATEMENT

IMPORTANT INFORMATION:

For those of you receiving this report by electronic delivery the Privacy Statement and Exclusions From Coverage are linked to this report. Please review this information by selecting the link. For those of you who are receiving a hard copy of this report, a copy of this information has been submitted for your review.

CHICAGO TITLE INSURANCE COMPANY

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates or others;
- From our Internet web sites;
- From the public records maintained by government entities that we wither obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when your direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Drive
Jacksonville, FL 32204

Multiple Products or Services:

If we provide you with more than one financial product or service, you may receive more that one privacy notice from us. We apologize for any inconvenience this may cause you.

ATTACHMENT ONE

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

In addition to the Exclusions you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any right, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

ATTACHMENT ONE (CONTINUED)

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:

a. a notice of exercising the right appears in the Public Records at the Policy Date; or

b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;

b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c. that result in no loss to You; or

d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 5,000.00

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
- (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

E&O INC.	T.M. 41-0936	L.G. 144-1779
712.00	W.O. 410164	NAD 83 C 178A-6317

[illegible]

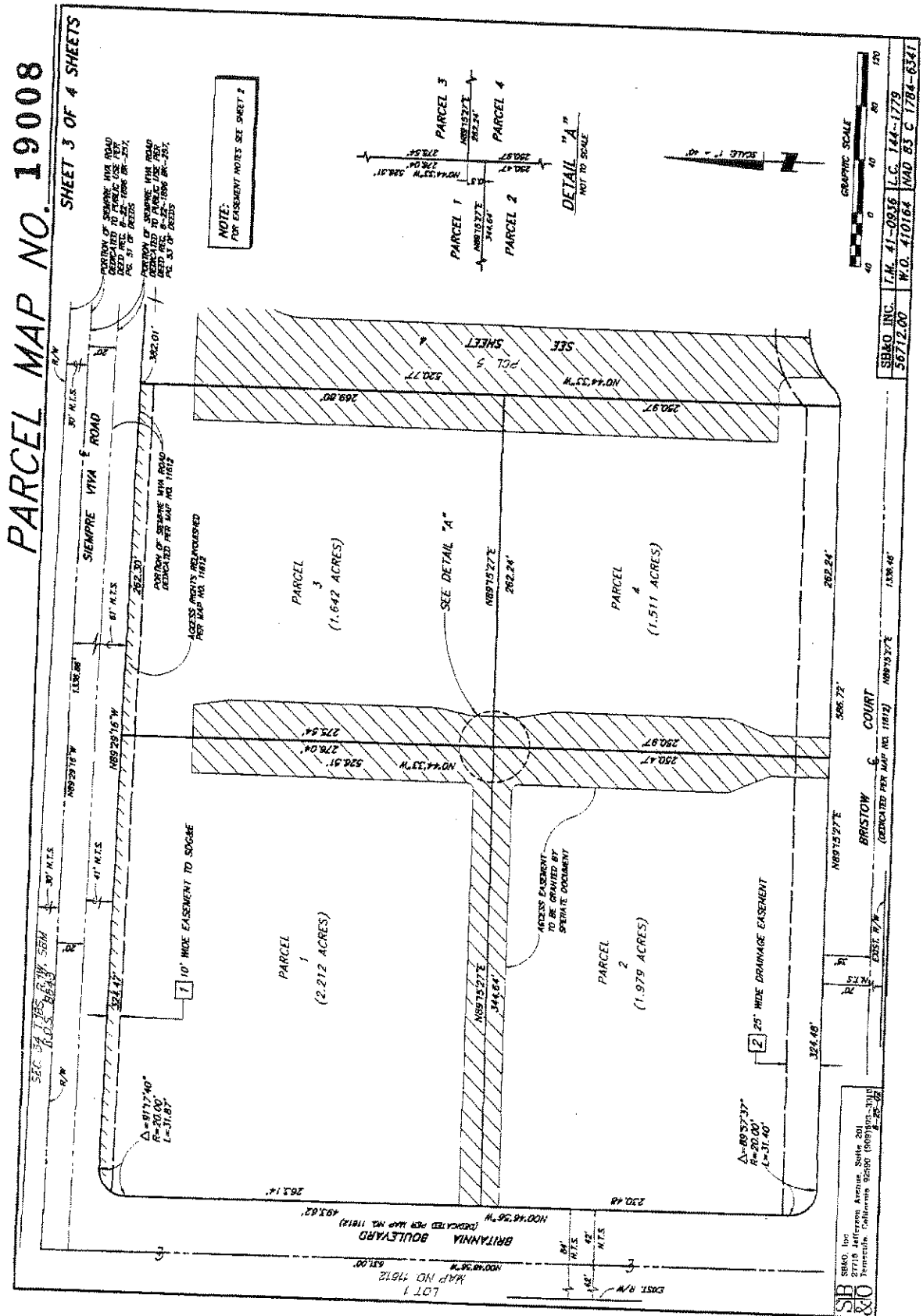


EXHIBIT "C"

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 1300108438		PAGE 1 OF 8	
2. CONTRACT NO. N61339-02-D-0015		3. AWARD/EFFECTIVE DATE 27-May-2008		4. ORDER NUMBER 0207		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY NAWCTSD 12350 RESEARCH PARKWAY CODE 253 ORLANDO FL 32826-3224		CODE N61339		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: FAX:						12. DISCOUNT TERMS Net 30 Days	
						<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING DO-C9	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR BLACKWATER LODGE MR GARY JACKSON 850 PUDDIN RIDGE ROAD MOYOCK NC 27958 TEL. (252) 435-2488		CODE 1GTH7		18a. PAYMENT WILL BE MADE BY NAVY ERP ENTERPRISE RES PROGRAM OFC SUITE 2100 21ST FLOOR 1700 N MOORE STREET ARLINGTON VA 22209-5000			
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$813,461.66	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Rebecca Gonzalez</i>		27-May-2008	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) GONZALEZ, REBECA / CONTRACTING OFFICER TEL: 407-380-4524 EMAIL: Rebeca.Gonzalez@navy.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 8	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)			
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

N61339-02-D-0015

0207

Page 3 of 8

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040		3	Each Per Month	\$13,200.00	\$39,600.00

SAMI/CSW Instructor-only Support (FY07)

FFP

Provide UP TO eight (8) instructors on a monthly basis for Small Arms Marksmanship Instruction (SAMI) and Crew Served Weapons (CSW) instructor-only support in Chesapeake, VA.

Price is on a per instructor per month basis.

Class Date: I/O - 3 each

9 June - 4 July 2008

FOB: Destination

PURCHASE REQUEST NUMBER: 1300106438

NET AMT

\$39,600.00

ACRN AA

CIN: 130010643800005

\$39,600.00

N61339-02-D-0015

0207

Page 4 of 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041		6	Each	\$82,556.00	\$495,336.00

SRF-A - Turnkey at Norfolk, VA (FY2007)

FFP

Security Reaction Forces - Advanced (Course: A-830-2214):

Training for Navy personnel at Norfolk in accordance with the Purchase Description.

Price is based on a 2 week class for up to 24 students.

Class Dates:

2 - 13 June 2008

9 - 20 June 2008 (2 classes)

16 - 27 June 2008

30 June - 11 July 2008 (2 classes)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300106438

NET AMT

\$495,336.00

ACRN AB

CIN: 130010643800002

\$495,336.00

N61339-02-D-0015

0207

Page 5 of 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042		14	Each	\$6,000.00	\$84,000.00

SRF-A - I/O at Norfolk, VA (FY2007)

FFP

Security Reaction Forces - Advanced (Course: A-830-2214):

Training for Navy personnel on an Instructor-only (I/O) basis at Norfolk in accordance with the Purchase Description.

Price is based on 2 weeks per instructor as the class is a two-week course.

Class Dates: I/O - 7 each

9 - 20 June 2008

23 June - 4 July 2008

FOB: Destination

PURCHASE REQUEST NUMBER: 1300106438

NET AMT

\$84,000.00

ACRN AC

CIN: 130010643800001

\$84,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049		2	Each	\$67,391.00	\$134,782.00

SRF-B - Turnkey at San Diego (FY2007)

FFP

Security Reaction Forces - Basic (Course: A-830-0018):

Training for Navy personnel at San Diego, CA in accordance with the Purchase Description.

Price is based on a 3 week class for up to 24 students.

Class Dates:

2 - 20 June 2008

30 June - 18 July 2008

FOB: Destination

PURCHASE REQUEST NUMBER: 1300106438

NET AMT

\$134,782.00

ACRN AD

CIN: 130010643800004

\$134,782.00

N61339-02-D-0015

0207

Page 6 of 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110		1	Each	\$59,743.66	\$59,743.66

Mechanical Breacher Turn-Key (FY2007)

FFP

VBSS Mechanical Breaching Training for Navy personnel at Norfolk in
accordance with the Purchase Description.
for 1-wk course

Pricing

Class Dates: 9 - 13 June 2008

FOB: Destination

PURCHASE REQUEST NUMBER: 1300106438

NET AMT

\$59,743.66

ACRN AE

CIN: 130010643800003

\$59,743.66

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0040	Destination	Government	Destination	Government
0041	Destination	Government	Destination	Government
0042	Destination	Government	Destination	Government
0049	Destination	Government	Destination	Government
0110	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

N61339-02-D-0015

0207

Page 7 of 8

0040	POP 09-JUN-2008 TO 04-JUL-2008	N/A	CENTER FOR SECURITY FORCES - CENATNSF LT CLAYTON ROBINSON LEARNING SITE CHESAPEAKE 1260 SHOTGUN ROAD, BLDG 41 CHESAPEAKE VA 23322-4508 757-421-8797 FOB: Destination	N3585A
0041	POP 02-JUN-2008 TO 11-JUL-2008	N/A	CENATNSF LAURANCE WILLIAMS 1575 GATOR BLVD NAB LITTLE CREEK NORFOLK VA 23521-2740 757-462-5222 FOB: Destination	N3761A
0042	POP 09-JUN-2008 TO 04-JUL-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3761A
0049	POP 02-JUN-2008 TO 18-JUL-2008	N/A	FLEET TRAINING CENTER SAN DIEGO LINDA DENIO BOX 368035 3975 NORMAN SCOTT ROAD SUITE 1 SAN DIEGO CA 92136-5588 619-556-8739 FOB: Destination	N61690
0110	POP 09-JUN-2008 TO 13-JUN-2008	N/A	CENATNSF LAURANCE WILLIAMS 1575 GATOR BLVD NAB LITTLE CREEK NORFOLK VA 23521-2740 757-462-5222 FOB: Destination	N3761A

ACCOUNTING AND APPROPRIATION DATA

AA: 1781804 22M8 000 3761A 0 068566 2D CCM122
COST CODE: 3585A8SAMIIQ
AMOUNT: \$39,600.00
CIN 130010643800005: \$39,600.00

AB: 1781804 22M8 250 3761A 0 068566 2D CCM005
COST CODE: 3585A8SRFA1Q
AMOUNT: \$495,336.00
CIN 130010643800002: \$495,336.00

AC: 1781804 22M8 250 3761A 0 068566 2D CCM003
COST CODE: 665348SRFA1Q

N61339-02-D-0015

0207

Page 8 of 8

AMOUNT: \$84,000.00

CIN 130010643800001: \$84,000.00

AD: 1781804 22M8 250 3761A 0 068566 2D CCM004

COST CODE: 421498SRFB1Q

AMOUNT: \$134,782.00

CIN 130010643800004: \$134,782.00

AE: 1781804 22M8 250 3761A 0 068566 2D CCM006

COST CODE: 3585A8VMBB1Q

AMOUNT: \$59,743.66

CIN 130010643800003: \$59,743.66